

2. The allegation of the complainant is that there is a plot of land in the village which vests in the State Government. Apparently, the plot was handed over to the complainant for use of villagers and thus the allegation is that it

was held in trust for the entire village. The FIR proceeds to state that two years before the date of FIR, one Sainath Trimbak Bhoi who is residing in the village was approached by Bhalchandra Thakur who told said Sainath Bhoi that the balance plots (8.5 approximately) even if excluded, five more plots are available. These plots have to be released by CIDCO and if a sum of Rs.2.50 lakh per plot is paid, the said plots can be released. The complainant was paid about Rs.2.00 lakh. An agreement was executed in presence of Sainath Bhoi by the complainant. The complainant has, in his statement, said that he has signed the same. The complainant alleges that 21.5 plots available for the villagers and 8.5 plots to the complainant personally, should be untouched and only if five plots as above are available and capable of being released, then he is interested in the transaction, otherwise he would not go ahead. It is alleged that Bhalchandra Thakur agreed to all these conditions. Thereafter, four-five months elapsed and once again Bhalchandra Thakur approached the complainant. The 7/12 extracts which were produced, showed that the plot of the complainant was being subject matter of the transaction and therefore, the complainant told Bhalchandra

Thakur that he is not interested in going ahead. The complainant thereafter alleges that Bhalchandra Thakur left the place. Later on, the said incident was narrated by the complainant to Sainath Bhoi and the villagers. It is alleged that on 7th April 2006 the complainant had gone for attending some ceremonies after the death of his mother. There was a meeting of the villagers for which he was supposed to be returning back. However, applicant no.2 and applicant no.1 Rohidas approached the complainant and it is alleged that they persuaded him to proceed towards the village in their vehicle. The vehicle was not taken to the village but was taken to Navi Mumbai and Vashi. The complainant was taken to the office at Vashi and it is further alleged that he was made to sign some blank papers. Later on, the applicants dropped the complainant back to his village but threatened him not to disclose the incident. Next day i.e. on 8th April 2006 the complainant once again accompanied these applicants to a bank and later on he alleges that he signed some blank cheques and a cheque book was handed over to applicant no.1. It is alleged that this incident was narrated to the villagers and it is in these circumstances that the offences have been

committed.

3. From a reading of this complaint and the annexures to this application including copies of agreements, prima facie, it appears to me that the complainant had executed some documents and was initially interested in striking a deal. It is not as if he does not accept receipt of monies. In such circumstances and when there is considerable delay in filing the complaint, there is substance in Shri Patil's contentions that the FIR was lodged as an after thought and being aware of the consequences of entering into a transaction with regard to lands which were to be utilised by the entire village for the purposes set out in the complaint. The dispute is civil in nature. All documents can be seized. Further, the applicants do not have any criminal antecedents and they are available for interrogation and questioning Shri Patil states that copies of relevant documents and other details whenever sought would be made available.

4. Further, applicant no.1 is residing away from the village Jui has agreed that for a period of four weeks from today he will not enter the limits of Jui Village.

5. In such circumstances, following order would meet the ends of justice.

6. ORDER :-

(i) In the event of the arrest of the applicants in connection with C.R.No.I-303/2006 registered with Kalamboli Police Station, District Raigad, the applicants shall be enlarged on bail subject to furnishing P.R.Bond in the sum of Rs.25,000/- (Rs.Twenty five thousand only) each with one or two local sureties in the like sum;

(ii) The applicants will attend Kalamboli Police Station once a week till charge sheet is filed;

(iii) Applicant no.1 will reside away from Village Jui for a period of four weeks from today;

(iv) Applicant no.1 shall communicate his new residential address to the investigating authority and shall not change the same without prior intimation to the investigating authority;

(v) The bail is granted subject to condition that

the applicants shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of accusation against him so as to dissuade him from disclosing such facts to the Court or to the Police Officer/Investigating Agency. The applicant shall not tamper with the prosecution evidence;

(vi) Any observation made in this order shall not be construed as any finding or any expression of opinion on the merits of the case at the time of trial;

(vii) This order will enure to the benefit of the applicant only till charge sheet is filed. Thereafter, he will be free to apply to the appropriate Court for appropriate relief;

(viii) Application is disposed of in the above terms.

(S.C.DHARMADHIKARI, J.)